Company Tracking Number: 5075

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Annuity Riders and App, OM MA2 2008, et al Budget Code B65

Project Name/Number: FGLIC-1/155/155

Filing at a Glance

Company: OM Financial Life Insurance Company

Product Name: Annuity Riders and App, OM SERFF Tr Num: FRCS-126162954 State: Arkansas

MA2 2008, et al Budget Code B65

TOI: A07I Individual Annuities - Special SERFF Status: Closed-Approved-State Tr Num: 42505

Closed

Sub-TOI: A07I.001 Equity Indexed Co Tr Num: 5075 State Status: Approved-Closed

Reviewer(s): Linda Bird

Authors: Jana Ellmaker, Kevin

Wiggs

Date Submitted: 05/27/2009 Disposition Status: Approved-

Closed

Disposition Date: 06/03/2009

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

Filing Type: Form

General Information

Project Name: FGLIC-1/155 Status of Filing in Domicile: Pending

Project Number: 155

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Filing Status Changed: 06/03/2009 Explanation for Other Group Market Type:

State Status Changed: 06/03/2009

Deemer Date: Created By: Jana Ellmaker

Submitted By: Jana Ellmaker Corresponding Filing Tracking Number:

Filing Description:

We have been retained by OM Financial Life Insurance Company to file the enclosed forms for approval in your state.

We are enclosing for your review and approval 3 new indexed interest crediting options riders and 1 annuity application. These forms are new and do not replace any form currently on file with your Department.

The purpose of these riders is to provide one or more fixed indexed interest crediting options that are in addition to any fixed interest crediting option in your Contract. Once this rider is attached, the Contract will offer one or more account

Company Tracking Number: 5075

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Project Name/Number: FGLIC-1/155/155

value options with fixed indexed based interest return. Any account value allocated to these options is subject to an index interest crediting formula which uses the changes in the index as part of its calculation.

Any interest is credited at the end of the index crediting period on the index crediting date. The index interest credit is calculated by using a formula that takes into account the monthly averaged values of an index, monthly point-to-point values of an index, or the point-to-point values of an index.

These riders may be attached to deferred annuities whose underlying assets are held in the Company's general account. Initially, these riders will be used with Individual Single Premium Deferred Annuity form numbers listed below; however, these riders will also be attached to any approved or future approved fixed indexed annuity.

Producers licensed to do business in your state including through financial institutions will market this rider.

The enclosed forms are written in clear and simplified language and have passed the Flesch Reading Ease test.

Enclosed is an actuarial memorandum that demonstrates that the rider is actuarially sound.

The forms are in final printed form subject only to changes in font style, margins, page numbers, ink, and paper stock. Printing standards will never be less than those required by law.

Forms that will be used with the forms in this filing. Form Number Approval Date FGL FPDA-EIA (2005) 05-13-2005 FGL FPDA-ST (6-04) 09-17-2004 OM SPDIA-SC9B 2007 12-20-2007

Our fee of \$500.00 has been sent by EFT on this same date. This fee is based on the domicile state.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

Company and Contact

Filing Contact Information

Jana Ellmaker, Senior Compliance Specialist jana.ellmaker@firstconsulting.com 1020 Central 800-927-2730 [Phone] 2741 [Ext]

Suite 201 816-391-2755 [FAX]

Kansas City, MO 64105

Filing Company Information

Company Tracking Number: 5075

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Annuity Riders and App, OM MA2 2008, et al Budget Code B65

Project Name/Number: FGLIC-1/155/155

(This filing was made by a third party - FC01)

OM Financial Life Insurance Company CoCode: 63274 State of Domicile: Maryland

1001 Fleet Street Group Code: 2598 Company Type:
Baltimore, MD 21202 Group Name: State ID Number:

(888) 697-5433 ext. [Phone] FEIN Number: 52-6033321

Filing Fees

Fee Required? Yes

Fee Amount: \$500.00 Retaliatory? Yes

Fee Explanation: The Domicile fee is \$125 per form. 4 forms x \$125= \$500.00.

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

OM Financial Life Insurance Company \$500.00 05/27/2009 28126304

Company Tracking Number: 5075

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Annuity Riders and App, OM MA2 2008, et al Budget Code B65

Project Name/Number: FGLIC-1/155/155

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	06/03/2009	06/03/2009

Company Tracking Number: 5075

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Annuity Riders and App, OM MA2 2008, et al Budget Code B65

Project Name/Number: FGLIC-1/155/155

Disposition

Disposition Date: 06/03/2009

Implementation Date:
Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: 5075

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Annuity Riders and App, OM MA2 2008, et al Budget Code B65

Project Name/Number: FGLIC-1/155/155

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Authorization		Yes
Supporting Document	Certification of Compliance		Yes
Supporting Document	Statement of Variability		Yes
Form	Monthly Average Fixed Indexed Interest		Yes
	Crediting Option Rider		
Form	Monthly Point-to-Point Fixed Indexed		Yes
	Interest Crediting Option Rider		
Form	Point-to-Point Fixed Indexed Interest		Yes
	Crediting Option Rider		
Form	Annuity Application		Yes

Company Tracking Number: 5075

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Annuity Riders and App, OM MA2 2008, et al Budget Code B65

Project Name/Number: FGLIC-1/155/155

Form Schedule

Lead Form Number: OM MA2 2008

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	OM MA2 2008	Policy/Cont Monthly Average ract/Fratern Fixed Indexed al Interest Crediting Certificate: Option Rider Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.700	OM MA2 2008, final filed Monthy Average Index Option Rider(DISTIL LED).pdf
	OM MPTP 2008	Policy/Cont Monthly Point-to- ract/Fratern Point Fixed Indexed al Interest Crediting Certificate: Option Rider Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.400	OM MPTP 2008, final filed monxed interest option rider(DISTILL ED).pdf
	OM PTP2 2008	Policy/Cont Point-to-Point Fixed ract/Fratern Indexed Interest al Crediting Option Certificate: Rider Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.200	OM PTP2 2008, final filed PTP index option rider(DISTILL ED).pdf
		3 Application/Annuity Application Enrollment Form	Initial		53.600	OMAD6173 (08-2008) Annuity App(DISTILL

Company Tracking Number: 5075

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Annuity Riders and App, OM MA2 2008, et al Budget Code B65

Project Name/Number: FGLIC-1/155/155

ED).pdf

This rider is a part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The provisions of this rider will supersede any conflicting provisions of the Contract.

Definitions

<u>Contract.</u> When this rider is attached to a Certificate issued under a Group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to either an individually issued Contract or Policy.

<u>Index.</u> The index is the [Standard & Poor's 500 Composite Stock Price Index (which excludes dividends)] or the ["Dow Jones Industrial Average SM" (which excludes dividends)] as applicable. [The applicable index is shown on the Information page.]

You, Your. The Owner of the Contract.

Effective Date

If this rider is attached on the Contract's date of issue, the rider's effective date is the Contract's date of issue. If this rider is attached after the Contract's date of issue, the rider is effective at the beginning of the next index crediting period.

Benefit

The purpose of this rider is to provide one or more_fixed indexed interest crediting options that are in addition to any fixed interest crediting option in your Contract. Once this rider is attached, the Contract will offer one or more account value options with fixed indexed based interest return. Any account value allocated to these options is subject to an index interest crediting formula which uses the changes in the index as part of its calculation. The options offered under this rider shall be hereafter referred to as "the option" or "this option."

Any interest is credited at the end of the index crediting period on the index crediting date. The index interest credit is calculated by using a formula that takes into account the monthly averaged values of an index. The Information page shows the index crediting options available on the rider's effective date and any allocated initial premium, index, index crediting period, and any applicable cap, participation, or spread rate for the option.

Cost of Rider

There is no charge or fee for this rider.

Account Value

This option's account value equals any premium allocated to this option, plus any interest credits, less any amounts previously surrendered from the option's account value, including any surrender charges thereon, plus any adjustments for reallocations.

Premiums

After the initial premium, all premium payments will be allocated to the fixed interest crediting option in your Contract. You may reallocate account value into and out of this option as described below. All allocations and reallocations of any account value into and out of this option's account value are subject to any changes, limitations, and suspensions that are in effect.

Reallocation of Account Value

Value Being Moved Out of Option

On any index crediting date and after any index interest credits are applied, the account value may be moved to any other option(s) in amounts of at least [\$0.00-\$50,000]. The amount remaining in the option's account value after that reallocation must be either zero, or at least [\$0.00-\$50,000]. You must notify us of any reallocation at least [30] days prior to the Contract anniversary.

Value Being Moved Into Option

On any Contract anniversary, you may move account value into this option in amounts of at least [\$0.00-\$50,000]. You must notify us of any reallocation at least [30] days prior to the Contract anniversary.

Allocation/Reallocation Limitations

The Company may decide to change, limit, or suspend any further allocations or reallocations. We will notify you at least 30 days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the next index crediting date for each index crediting period. At that time, you may request that we allocate this option's account value according to your election. If no election is made and if the change, limitation, or suspension requires a reallocation of account value out of the option, we will allocate this option's account value proportionately across the remaining options in which you have account value allocated. We will notify you once the option is no longer limited or suspended.

Interest Payable at Death

If an owner dies before the annuity date and the Contract is fully surrendered prior to the next index crediting date, we will apply an index interest credit to the account value. The index interest credit will be calculated as if the date of death was an index crediting date, but the Contract years and anniversaries will not change. After applying such index interest credit, all index crediting will cease, and we will credit a fixed interest rate which is the same rate currently being credited in the Contract for the period following the date of death until the date of full surrender.

The Company may decide to change, limit, or suspend the partial index interest credit at death. We will notify you at least [30] days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the date stated in our notice. We will notify you once the partial index interest credit at death is no longer limited or suspended.]

OM MA2 2008 [S&P500] [DJIA]

Index Interest Credit

The index interest credit is the amount of interest credited to this option's account value on the index crediting date. Any index interest credits are calculated and applied as interest based on the formulas and definitions described herein. The index interest credit equals:

- The index change minus any applicable spread rate; multiplied by any applicable participation rate; and the result of is subject to any applicable cap rate; multiplied by
- This option's account value on the prior index crediting date less any amounts surrendered and applicable surrender charges during the index crediting period that just ended.

As shown on the Information page, if this option is not issued with a spread rate, participation rate, or cap rate, then they are not a part of any index interest credit calculation herein. The index interest credit will never be less than zero.

Index Crediting Period

The index crediting period is the period over which the performance of any index is assessed to determine any potential index interest credit. The applicable index crediting period is shown on the Information page. An index crediting period begins on the rider's effective date or on a Contract anniversary.

Index Crediting Date

The date on which the index interest credit occurs. This date is at the end of the index crediting period and falls on a Contract anniversary.

Index Value

The index value on any specified date is the closing value of the selected index at the close of business on that date. If no index value is published, we will use the index value on the next business day for which the index value is published. Subject to obtaining prior written approval from the Insurance Commissioner, if required by law of the state where the rider is delivered, if publication of the selected index is discontinued, or if we are unable to utilize it, or if the calculation is substantially changed, we will substitute a suitable alternative index and notify you at your last known address.

[Cap Rate

The cap rate is the maximum percentage rate that is applied at the end of the index crediting period on the index crediting date as part of the total calculation for the index interest credit. As shown on the Information page, any applicable cap rate is declared by the Company at the beginning of the index crediting period and is guaranteed for that index crediting period. The cap rate will never be less than [3%] for an index crediting period.]

[Participation Rate

The participation rate determines how much of any increase in the index will be used to calculate any index interest credits. This rate is expressed as a percentage of any index growth. As shown on the Information page, any applicable participation rate is declared by the Company at the beginning of the index crediting period and is guaranteed for that index crediting period. The participation rate will never be less than [30%] for an index crediting period.

[Index Interest Credit Adjustment Rate (Spread Rate)

The spread rate is the interest rate which is subtracted from the index change in determining any index interest credit. As shown on the Information page, any applicable current spread rate is declared by the Company at the beginning of the index crediting period and is guaranteed for that index crediting period. The spread rate will never be greater than [9%] for an index crediting period.]

OM MA2 2008 Page 2

Index Change

The index change is calculated on each index crediting date and is used to calculate any index interest credit. The index change equals:

- The monthly average minus the index value on the first day of the index crediting period; divided by
- The index value on the first day of the index crediting period.

Monthly Average

The index values are captured at one month intervals, from the beginning of the second month in the index crediting period to the beginning of the month of the index crediting date inclusive. The index monthly average is the sum of these monthly index values divided by the number of months in the index crediting period. Hypothetical examples are shown below. The Information page in your issued Contract shows the applicable index crediting period.

[One-Year Hypothetical Example: Assume the Contract is effective on the beginning of month 1, and the spread rate is 1%, the index option's participation rate is 100%, the cap rate is 8.00%, and the Contract months and index values are as follows:

Beginning of Month	Index Value
1	1000
2	1010
3	1020
4	1030
5	1040
6	1050
7	1060
8	1070
9	1080
10	1090
11	1100
12	1110
13	1120

The sum of the monthly index values from the beginning of month 2 through the beginning of month 13 equals 12,780. The index monthly average is 1065 (12,780 divided by 12). The index change is the index monthly average minus the index value on the beginning of month 1 divided by the Index value at the beginning of month 1. The index interest credit is the index change less any spread rate; the result of which is multiplied by any applicable participation rate [{(1065 minus 1000); divided by 1000}} less 1%; multiplied by 100% = 5.50%]. Since the resulting index interest credit of 5.50% is less than the cap rate of 8.00%, we will credit 5.50% to your account value.]

[Two-Year Hypothetical Example: Assume the Contract is effective on the beginning of month 1, and the spread rate is 1%, the index option's participation rate is 100%, the cap rate is 22.00%, and the Contract months and index values are as follows:

Beginning of Month	Index Value	Beginning of Month	Index Value
1	1000	14	1130
2	1010	15	1140
3	1020	16	1150
4	1030	17	1160
5	1040	18	1170
6	1050	19	1180
7	1060	20	1190
8	1070	21	1200
9	1080	22	1210
10	1090	23	1220
11	1100	24	1230
12	1110	25	1240
13	1120		

The sum of the monthly index values from the beginning of month 2 through the beginning of month 25 equals 27,000. The index monthly average is 1125 (27,000 divided by 24). The index change is the index monthly average minus the index value on the beginning of month 1 divided by the index value at the beginning of month 1. The index interest credit is the index change less the spread rate; the result of which is multiplied by the applicable participation rate [{(1125 minus 1000); divided by 1000}} less 1%; multiplied by 100% = 11.50%]. Since the resulting index interest credit of 11.50% is less than the cap rate of 22.00%, we will credit 11.50% to your account value.]

<u>[Three-Year Hypothetical Example:</u> Assume the Contract is effective on the beginning of month 1, and the spread rate is 1%, the index option's participation rate is 100%, there's no cap rate, and the Contract months and index values are as follows:

Beginning of Month	Index Value	Beginning of Month	Index Value	Beginning of Month	Index Value
1	1000	14	1130	27	1260
2	1010	15	1140	28	1270
3	1020	16	1150	29	1280
4	1030	17	1160	30	1290
5	1040	18	1170	31	1300
6	1050	19	1180	32	1310
7	1060	20	1190	33	1320
8	1070	21	1200	34	1330
9	1080	22	1210	35	1340
10	1090	23	1220	36	1350
11	1100	24	1230	37	1360
12	1110	25	1240		
13	1120	26	1250		

The sum of the monthly index values from the beginning of the month 2 through the beginning of the month 37 equals 42,660. The monthly index average is 1185 (42,660 divided by 36). The index change is the index monthly average minus the index value on the beginning of month 1 divided by the index value at the beginning of month 1. The index interest credit is the index change less the spread rate; the result of which is multiplied by the applicable participation rate [{(1185 minus 1000); divided by 1000)} less 1%; multiplied by 100% = 17.50%]. Since there is no cap rate and the resulting index interest credit of 17.50%, we will credit 17.50% to your account value.]

Surrender Value

For a full surrender, the option's surrender value is the greater of: the option's account value, less surrender charges; or the option's minimum guaranteed surrender value.

For any partial surrender, the surrender value is the option's account value less surrender charges.

If you withdraw the option's entire account value, any surrender charges applied will not exceed the amount, if any, by which the option's account value exceeds the option's minimum guaranteed surrender value. If you withdraw less than all of the option's account value, then the entire surrender charge percentage will apply.

If the surrender occurs between the index crediting dates, the surrender value will not include any interest index credits for the current index crediting period.

Minimum Guaranteed Surrender Value

The minimum amount you will receive if you surrender all of the account value allocated to the option. The amount is described in the Contract to which this rider is attached, and the rate at which the minimum guaranteed surrender value increases is shown on the Information page.

Annuity Date

If the annuity date is between the index crediting dates, the annuity payment will not include any index interest credits for the current index crediting period.

Nonparticipating

Dividends are not payable.

Termination of Rider

The rider will terminate on the date the Contract terminates or on the date stated in our written notice of termination, which we will mail to you at least 30 days prior to the termination date. In no event, we will terminate the rider prior to the end any index crediting period that is in effect when we give notice. If we terminate the rider, you may request that we allocate this option's account value according to your election. If no election is made, we will allocate this option's account value proportionately across the remaining options in which you have account value allocated.

OM MA2 2008 Page 4

ANY INDEX INTEREST CREDITS ARE CREDITED AT THE END OF THE INDEX CREDITING PERIOD ON THE INDEX CREDITING DATE AND ARE BASED ON FORMULA(S) THAT TAKE INTO ACCOUNT THE AVERAGE OF MONTHLY VALUES OF THE INDEX. THE CONTRACT VALUES MAY BE AFFECTED BY EXTERNAL INDEX(ES), BUT THE CONTRACT DOES NOT PARTICIPATE IN ANY STOCK, BOND, OR EQUITY INVESTMENTS.

Index

[S&P 500 Index

The Index is used for calculating any index interest credit. The Index that will be used is the Standard & Poor's 500 Composite Stock Price Index (which excludes dividends). The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's, a division of the McGraw-Hill Companies, Inc. ("S&P"). S&P makes no representation or warranty, express or implied, to the owners of the Product or any member of the public regarding the advisability of investing in securities generally or in the Product particularly or the ability of the S&P 500 Index to track general stock market performance. S&P's only relationship to the Licensee is the licensing of certain trademarks and trade names of S&P and of the S&P 500 Index which is determined, composed and calculated by S&P without regard to the Licensee or the Product.

S&P has no obligation to take the needs of the Licensee or the owners of the Product into consideration in determining, composing or calculating the S&P 500 Index. S&P is not responsible for and has not participated in the determination of the prices and amount of the Product or the timing of the issuance or sale of the Product or in the determination or calculation of the equation by which the Product is to be converted into cash. S&P has no obligation or liability in connection with the administration, marketing or trading of the Product.

S&P DOES NOT GUARANTEE THE ACCURACY AND/OR THE COMPLETENESS OF THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN AND S&P SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN. S&P MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY LICENSEE, OWNERS OF THE PRODUCT, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN. S&P MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL S&P HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.]

[Dow Jones Index

The Index is used for calculating any index interest credit. The Index that will be used is the Dow Jones Industrial Average (which excludes dividends). "Dow Jones Industrial Average SM", and "DJIA SM"" are service marks of Dow Jones & Company, Inc. Dow Jones has no relationship to OM Financial Life Insurance Company, other than the licensing of the Dow Jones Industrial Average (DJIA) and its service marks for use in connection with the Contract.

Dow Jones does not:

- Sponsor, endorse, sell or promote the Contract.
- Recommend that any person invest in the Contract or any other securities.
- Have any responsibility or liability for or make any decisions about the timing, amount or pricing of Contract.
- Have any responsibility or liability for the administration, management or marketing of the Contract. Consider the needs of the Contract or the Owners of the Contract in determining, composing or calculating the Dow Jones Industrial Average or have any obligation to do so.
- Dow Jones will not have any liability in connection with the Contract. Specifically, Dow Jones does not make any warranty, express or implied, and Dow Jones disclaims any warranty about:
- The results to be obtained by the Contract, the Owner of the Contract or any other person in connection with the use of Dow Jones will have no liability for any errors, omissions or interruptions in the Dow Jones Industrial Average or its data;
- The accuracy or completeness of the Dow Jones Industrial Average and its data;
- The merchantability and the fitness for a particular purpose or use of the Dow Jones Industrial Average and its data;
- The Dow Jones Industrial Average and the data included in the Dow Jones Industrial Average;

Under no circumstances will Dow Jones be liable for any lost profits or indirect, punitive, special or consequential damages or losses, even if Dow Jones knows that they might occur.]

Signed for the Company.

OM FINANCIAL LIFE INSURANCE COMPANY

Bruce G. Parker, President]

Sure & Ralef.

This rider is a part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The provisions of this rider will supersede any conflicting provisions of the Contract.

Definitions

<u>Contract.</u> When this rider is attached to a Certificate issued under a Group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to either an individually issued Contract or Policy.

<u>Index.</u> The index is the [Standard & Poor's 500 Composite Stock Price Index (which excludes dividends)] or the ["Dow Jones Industrial Average SM" (which excludes dividends)] as applicable. [The applicable index is shown on the Information page.]

You, Your. The Owner of the Contract.

Effective Date

If this rider is attached on the Contract's date of issue, the rider's effective date is the Contract's date of issue. If this rider is attached after the Contract's date of issue, the rider is effective at the beginning of the next index crediting period.

Benefit

The purpose of this rider is to provide one or more fixed indexed interest crediting options that are in addition to any fixed interest crediting option in your Contract. Once this rider is attached, the Contract will offer one or more account value options with fixed indexed based interest return. Any account value allocated to these options is subject to an interest crediting formula which uses the changes in the index as part of its calculation. The options offered under this rider shall be hereafter referred to as "the option" or "this option."

Any interest is credited at the end of the index crediting period on the index crediting date. The index interest credit is calculated by using a formula that takes into account the monthly point-to-point values of an index. The Information page shows the index crediting options available on the rider's effective date, and any allocated initial premium, index, index crediting period, and any applicable cap, participation, or spread rate for the option.

Cost of Rider

There is no charge or fee for this rider.

Account Value

This option's account value equals any premium allocated to this option, plus any interest credits, less any amounts previously surrendered from the option's account value, including any surrender charges thereon, plus any adjustments for reallocations.

Premiums

After the initial premium, all premium payments will be allocated to the fixed index crediting option in your Contract. You may reallocate account value into and out of this option as described below. All allocations and reallocations of any account value into and out of this option's account value are subject to any changes, limitations, and suspensions that are in effect.

Reallocation of Account Value

Value Being Moved Out of Option

On any index crediting date and after any index interest credits are applied, the account value may be moved to any other option(s) in amounts of at least [\$0.00-\$50,000]. The amount remaining in the option's account value after that reallocation must be either zero, or at least [\$0.00-\$50,000]. You must notify us of any reallocation at least 30 days prior to the Contract anniversary.

Value Being Moved Into Option

On any Contract anniversary, you may move account value into this option in amounts of at least [\$0.00-\$50,000]. You must notify us of any reallocation at least 30 days prior to the Contract anniversary.

Allocation/Reallocation Limitations

The Company may decide to change, limit, or suspend any further allocations or reallocations. We will notify you at least 30 days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the next index crediting date for each index crediting period. At that time, you may request that we allocate this option's account value according to your election. If no election is made and if the change, limitation, or suspension requires a reallocation of account value out of the option, we will then allocate this option's account value proportionately across the remaining options in which you have account value allocated. We will notify you once the option is no longer limited or suspended.

[Interest Payable at Death

If an owner dies before the annuity date and the Contract is fully surrendered prior to the next index crediting date, we will apply an index interest credit to the account value. The index interest credit will be calculated as if the date of death was an index crediting date, but the Contract years and anniversaries will not change. After applying such index interest credit, all index crediting will cease, and we will credit a fixed interest rate which is the same rate currently being credited in the Contract for the period following the date of death until the date of full surrender.

The Company may decide to change, limit, or suspend the partial index interest credit at death. We will notify you at least 30 days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the date stated in our notice. We will notify you once the partial index interest credit at death is no longer limited or suspended.]

Index Interest Credit

The index interest credit is the amount of interest credited to this option's account value on the index crediting date. Any index credits are calculated and applied as interest based on the formulas and definitions described herein. The index interest credit equals:

- The sum of the "capped indexed changes" for each month in index crediting period less any applicable spread; and multiplied by any applicable participation rate; multiplied by
- This option's account value on the prior index crediting date less any amounts surrendered and applicable surrender charges during the index crediting period that just ended.

As shown on the Information page, if this option is not issued with a spread rate, participation rate, or cap rate, then they are not a part of any index interest credit calculation herein. The index interest credit will never be less than zero.

Index Crediting Period

The index crediting period is the period over which the performance of any index is assessed to determine any potential index interest credit. The applicable index crediting period is shown on the Information page. An index crediting period begins on the rider's effective date or on a Contract anniversary.

Index Crediting Date

The date on which the index interest credit occurs. This date is at the end of the index crediting period and falls on a Contract anniversary.

Index Value

The index value on any specified date is the closing value of the selected index at the close of business on that date. If no index value is published, we will use the index value on the next business day for which the index value is published. Subject to obtaining prior written approval from the Insurance Commissioner, if required by law of the state where the rider is delivered, if publication of the selected index is discontinued, or if we are unable to utilize it, or if the calculation is substantially changed, we will substitute a suitable alternative index and notify you at your last known address.

[Cap Rate

The cap rate is the maximum percentage rate that is applied on each monthly anniversary in determining the "capped indexed changes." As shown on the Information page, any applicable cap rate is declared by the Company at the beginning of the index crediting period, and is guaranteed for that index crediting period. The cap rate will never be less than [1%] per month.]

[Capped Index Change

The capped index change is the index change reduced, if necessary, to be no greater than the cap rate.]

[Participation Rate

The participation rate determines how much of any increase in the index will be used to calculate any index interest credits. The participation rate is multiplied by the sum of the "capped indexed changes," less any applicable spread for each index crediting period. As shown on the Information page, any applicable participation rate is declared by the Company at the beginning of the index crediting period and is guaranteed for the index crediting period. The participation rate will never be less than [30%] for an index crediting period.]

[Index Interest Credit Adjustment Rate (Spread Rate)

The spread rate is the interest rate which is subtracted from the sum of the "capped indexed changes" for the index crediting period in determining any index interest credit. As shown on the Information page, any applicable current spread is declared by the Company at the beginning of the index crediting period and is guaranteed for that index crediting period. The spread rate will never be greater than [9%] for an index crediting period.]

Index Change

The index change is calculated on each monthly anniversary and is used to calculate any index interest credit. The index change equals the index value on the current monthly anniversary divided by the index value on the prior monthly anniversary; minus one.

Monthly Point-to-Point

An index value is captured on each monthly anniversary and is compared to the index value from the prior monthly anniversary. The value on the current monthly anniversary is divided by the value from the prior monthly anniversary. A 1 is subtracted from the result to yield a percentage which is the monthly point-to-point index change will be subject to a cap. A negative monthly point-to-point index change will not be subject to a cap. A "capped index change" for each month is captured for each month in the index crediting period. The sum of the index crediting period's monthly "capped index changes" is adjusted by the spread and participation rate, if applicable, and is multiplied by the option's account value to determine the index interest credit. The Information page in your issued Contract shows the applicable index crediting period. Hypothetical examples are shown below:

[Hypothetical Example: Assume the Contract's effective date is beginning of month 1. A monthly cap of 2.00% is assumed. The monthly point-to-point index change for the beginning of month 2 is calculated as 820/800-1 = 2.50%. Since this index change exceeds the cap of 2.00%, the capped index change will equal 2.00%. The monthly point-to-point index change for the beginning of month 3 is calculated as 860/820-1 = 4.88%. Since this index change exceeds the cap of 2.00%, the capped index change will equal 2.00%. The monthly point-to-point index change for the beginning of month 4 is calculated as 820/860-1 = -4.65%. Since this index change is negative, there is no adjustment made. Shown below for sample one, two and three year index crediting periods are the monthly index changes and the sum of the monthly capped index changes. The index interest credit on the index crediting date for applicable index crediting option, assuming 0% spread rate and 100% participation rate will be as follows:

One Year MPTP: 6.36% less spread of 0% multiplied by participation rate of 100% equals 6.36%

Two Year MPTP: 3.84% less spread of 0% multiplied by participation rate of 100% equals 3.84%. Three Year MPTP: 3.84% less spread of 0% multiplied by participation rate of 100% equals 5.56%.

Beginning of Month	Daily Index Value	Monthly Point-to-Point Index Changes	Monthly Capped Index Changes
1	800		
2	820	2.50%	2.00%
3	860	4.88%	2.00%
4	820	-4.65%	-4.65%
5	835	1.83%	1.83%
6	853	2.16%	2.00%
7	861	0.94%	0.94%
8	846	-1.74%	-1.74%
9	872	3.07%	2.00%
10	877	0.57%	0.57%
11	893	1.82%	1.82%
12	908	1.68%	1.68%
13	889	-2.09%	-2.09%
	Sum of the 12 monthly	"capped index changes" is	Total: 6.36%
14	861	-3.15%	-3.15%
15	903	4.88%	2.00%
16	922	2.10%	2.00%
17	903	-2.06%	-2.06%
18	949	5.09%	2.00%
19	911	-4.00%	-4.00%
20	877	-3.73%	-3.73%
21	893	1.82%	1.82%
22	915	2.46%	2.00%
23	909	-0.66%	-0.66%
24	948	4.29%	2.00%
25	941	-0.74%	-0.74%
	Sum of the 24 monthly	"capped index changes" is	Total: 3.84%
26	957	1.70%	1.70%
27	965	0.84%	0.84%
28	958	-0.73%	-0.73%
29	988	3.13%	2.00%
30	946	-4.25%	-4.25%
31	937	-0.95%	-0.95%
32	953	1.71%	1.71%
33	969	1.68%	1.68%
34	948	-2.17%	-2.17%
35	973	2.64%	2.00%
36	994	2.16%	2.00%
37	973	-2.11%	-2.11%
	um of the 36 monthly "cap		Total: 5.56%]

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Surrender Value

For a full surrender, the option's surrender value is the greater of: the option's account value, less surrender charges; or the option's minimum guaranteed surrender value.

For any partial surrender, the surrender value is the option's account value less surrender charges.

If you withdraw the option's entire account value, any surrender charges applied will not exceed the amount, if any, by which the option's account value exceeds the option's minimum guaranteed surrender value. If you withdraw less than all of the option's account value, then the entire surrender charge percentage will apply.

If the surrender occurs between the index crediting dates, the surrender value will not include any index interest credits for the current index crediting period.

Minimum Guaranteed Surrender Value

The minimum amount you will receive if you surrender all of the account value allocated to the option. The amount is described in the Contract to which this rider is attached, and the rate at which the minimum guaranteed surrender value increases is shown on the Information page.

Annuity Date

If the annuity date is between the index crediting dates, the annuity payment will not include any index interest credits for the current index crediting period.

Nonparticipating

Dividends are not payable.

Termination of Rider

The rider will terminate on the date the Contract terminates or on the date stated in our written notice of termination, which we will mail to you at least 30 days prior to the termination date. In no event, we will terminate the rider prior to the end any index crediting period that is in effect when we give notice. If we terminate the rider, you may request that we allocate this option's account value according to your election. If no election is made, we will allocate this option's account value proportionately across the remaining options in which you have account value allocated.

ANY INDEX INTEREST CREDITS ARE CREDITED AT THE END OF THE INDEX CREDITING PERIOD ON THE INDEX CREDITING DATE AND ARE BASED ON FORMULA(S) THAT TAKE INTO ACCOUNT THE MONTHLY POINT-TO-POINT VALUES OF THE INDEX. THE CONTRACT VALUES MAY BE AFFECTED BY EXTERNAL INDEX(ES), BUT THE CONTRACT DOES NOT PARTICIPATE IN ANY STOCK, BOND, OR EQUITY INVESTMENTS.

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Index

[S&P 500 Index

The Index is used for calculating any index interest credit. The Index that will be used is the Standard & Poor's 500 Composite Stock Price Index (which excludes dividends). The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's, a division of the McGraw-Hill Companies, Inc. ("S&P"). S&P makes no representation or warranty, express or implied, to the owners of the Product or any member of the public regarding the advisability of investing in securities generally or in the Product particularly or the ability of the S&P 500 Index to track general stock market performance. S&P's only relationship to the Licensee is the licensing of certain trademarks and trade names of S&P and of the S&P 500 Index which is determined, composed and calculated by S&P without regard to the Licensee or the Product.

S&P has no obligation to take the needs of the Licensee or the owners of the Product into consideration in determining, composing or calculating the S&P 500 Index. S&P is not responsible for and has not participated in the determination of the prices and amount of the Product or the timing of the issuance or sale of the Product or in the determination or calculation of the equation by which the Product is to be converted into cash. S&P has no obligation or liability in connection with the administration, marketing or trading of the Product.

S&P DOES NOT GUARANTEE THE ACCURACY AND/OR THE COMPLETENESS OF THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN AND S&P SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN. S&P MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY LICENSEE, OWNERS OF THE PRODUCT, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN. S&P MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL S&P HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.]

Dow Jones Index

The Index is used for calculating any index interest credit. The index that will be used is the Dow Jones Industrial Average (which excludes dividends). "Dow Jones Industrial Average SM", and "DJIA SM" are service marks of Dow Jones & Company, Inc. Dow Jones has no relationship to OM Financial Life Insurance Company, other than the licensing of the Dow Jones Industrial Average (DJIA) and its service marks for use in connection with the Contract.

Dow Jones does not:

- Sponsor, endorse, sell or promote the Contract.
- Recommend that any person invest in the Contract or any other securities.
- Have any responsibility or liability for or make any decisions about the timing, amount or pricing of Contract.
- Have any responsibility or liability for the administration, management or marketing of the Contract. Consider the needs of the Contract or the Owners
 of the Contract in determining, composing or calculating the Dow Jones Industrial Average or have any obligation to do so.
- Dow Jones will not have any liability in connection with the Contract. Specifically, Dow Jones does not make any warranty, express or implied, and Dow Jones disclaims any warranty about:
 - The results to be obtained by the Contract, the Owner of the Contract or any other person in connection with the use of Dow Jones will have no liability for any errors, omissions or interruptions in the Dow Jones Industrial Average or its data;
 - The accuracy or completeness of the Dow Jones Industrial Average and its data;
 - The merchantability and the fitness for a particular purpose or use of the Dow Jones Industrial Average and its data;
 - The Dow Jones Industrial Average and the data included in the Dow Jones Industrial Average;

Under no circumstances will Dow Jones be liable for any lost profits or indirect, punitive, special or consequential damages or losses, even if Dow Jones knows that they might occur.]

Signed for the Company.

OM FINANCIAL LIFE INSURANCE COMPANY

Bruce G. Parker. Presidentl

This rider is a part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The provisions of this rider will supersede any conflicting provisions of the Contract.

Definitions

<u>Contract.</u> When this rider is attached to a Certificate issued under a Group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to either an individually issued Contract or Policy.

<u>Index.</u> The index is the [Standard & Poor's 500 Composite Stock Price Index (which excludes dividends)] or the ["Dow Jones Industrial Average SM" (which excludes dividends)] as applicable. [The applicable index is shown on the Information page.]

You, Your. The Owner of the Contract.

Effective Date

If this rider is attached on the Contract's date of issue, the rider's effective date is the Contract's date of issue. If this rider is attached after the Contract's date of issue, the rider is effective at the beginning of the next index crediting period.

Benefit

The purpose of this rider is to provide one or more fixed indexed interest crediting options that are in addition to any fixed interest crediting option in your Contract. Once this rider is attached, the Contract will offer one or more account value options with fixed indexed based interest return. Any account value allocated to these options is subject to an index interest crediting formula which uses the changes in the index as part of its calculation. The options offered under this rider shall be hereafter referred to as "the option" or "this option."

Any interest is credited at the end of the index crediting period on the index crediting date. The index interest credit is calculated by using a formula that takes into account the point-to-point values of an index. The Information page shows the index crediting options available on the rider's effective date and any allocated initial premium, index, index crediting period, and any applicable cap, participation, or spread rate for the option.

Cost of Rider

There is no charge or fee for this rider.

Account Value

This option's account value equals any premium allocated to this option, plus any interest credits, less any amounts previously surrendered from the option's account value, including any surrender charges thereon, plus any adjustments for reallocations.

Premiums

After the initial premium, all premium payments will be allocated to the fixed interest crediting option in your Contract. You may reallocate account value into and out of this option as described below. All allocations and reallocations of any account value into and out of this option's account value are subject to any changes, limitations, and suspensions that are in effect.

Reallocation of Account Value

Value Being Moved Out of Option

On any index crediting date and after any index interest credits are applied, the account value may be moved to any other option(s) in amounts of at least [\$0.00-\$50,000]. The amount remaining in the option's account value after that reallocation must be either zero, or at least [\$0.00-\$50,000]. You must notify us of any reallocation at least 30 days prior to the Contract anniversary.

Value Being Moved Into Option

On any Contract anniversary, you may move account value into this option in amounts of at least [\$0.00-\$50,000]. You must notify us of any reallocation at least 30 days prior to the Contract anniversary.

Allocation/Reallocation Limitations

The Company may decide to change, limit, or suspend any further allocations or reallocations. We will notify you at least 30 days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the next index crediting date for each index crediting period. At that time, you may request that we allocate this option's account value according to your election. If no election is made and if the change, limitation, or suspension requires a reallocation of account value out of the option, we will allocate this option's account value proportionately across the remaining options in which you have account value allocated. We will notify you once the option is no longer limited or suspended.

[Interest Payable at Death

If an owner dies before the annuity date and the Contract is fully surrendered prior to the next index crediting date, we will apply an index interest credit to the account value. The index interest credit will be calculated as if the date of death was an index crediting date, but the Contract years and anniversaries will not change. After applying such index interest credit, all index crediting will cease, and we will credit a fixed interest rate which is the same rate currently being credited in the Contract for the period following the date of death until the date of full surrender.

The Company may decide to change, limit, or suspend the partial index interest credit at death. We will notify you at least 30 days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the date stated in our notice. We will notify you once the partial index interest credit at death is no longer limited or suspended.]

OM PTP2 2008 [S&P500] [DJIA]

Index Interest Credit

The index interest credit is the amount of interest credited to this option's account value on the index crediting date. Any index interest credits are calculated and applied as interest based on the formulas and definitions described herein. The index interest credit equals:

- The index change minus any applicable spread rate; multiplied by any applicable participation rate; and the result of is subject to any applicable cap rate; multiplied by
- This option's account value on the prior index crediting date less any amounts surrendered and applicable surrender charges during the index crediting
 period that just ended.

As shown on the Information page, if this option is not issued with a spread rate, participation rate, or cap rate, then they are not a part of any index interest credit calculation herein. The index interest credit will never be less than zero.

Index Crediting Period

The index crediting period is the period over which the performance of any index is assessed to determine any potential index interest credit. The applicable index crediting period is shown on the Information page. An index crediting period begins on the rider's effective date or on a Contract anniversary.

Index Crediting Date

The date on which the index interest credit occurs. This date is at the end of the index crediting period and falls on a Contract anniversary.

Index Value

The index value on any specified date is the closing value of the selected index at the close of business on that date. If no index value is published, we will use the index value on the next business day for which the index value is published. Subject to obtaining prior written approval from the Insurance Commissioner, if required by law of the state where the rider is delivered, if publication of the selected index is discontinued, or if we are unable to utilize it, or if the calculation is substantially changed, we will substitute a suitable alternative index and notify you at your last known address.

[Cap Rate

The cap rate is the maximum percentage rate that is applied at the end of the index crediting period on the index crediting date as part of the total calculation for index interest credit. As shown on the Information page, any applicable cap rate is declared by the Company at the beginning of the index crediting period and is guaranteed for that index crediting period. The cap rate will never be less than [3%] for an index crediting period.]

[Participation Rate

The participation rate determines how much of any increase in the index will be used to calculate any index interest credits. This rate is expressed as a percentage of any index growth. As shown on the Information page, any applicable participation rate is declared by the Company at the beginning of the index crediting period and is guaranteed for that index crediting period. The participation rate will never be less than [30%] for an index crediting period.]

[Index Interest Credit Adjustment Rate (Spread Rate)

The spread rate is the interest rate which is subtracted from the index change in determining any index interest credit. As shown on the Information page, any applicable current spread rate is declared by the Company at the beginning of the index crediting period and is guaranteed for that index crediting period. The spread rate will never be greater than [9%] for an index crediting period.]

Index Change

The index change is calculated on each index crediting date and is used to calculate any index interest credit. The index change equals:

- The index value on the current index crediting date minus the index value on the prior index crediting date; divided by
- The index value on the prior index crediting date.

Point-to-Point

An index value is captured on each index crediting date and is compared to the index value from the prior index crediting date to determine the index change. Hypothetical examples are shown below. The Information page in your issued Contract shows the applicable index crediting period.

[One-Year Hypothetical Example: Assume the Contract is effective at the beginning of month 1, and the spread rate is 1%, the index option's participation rate is 100%, the cap rate is 7.00% and the Contract's months and index values are as follows:

Beginning of Month	Index Value
	1000
1	1000
2	1010
3	1020
4	1030
5	1040
6	1050
7	1060
8	1070
9	1080
10	1090
11	1100
12	1110
13	1120

The index value at the beginning of month 13 is compared to the index value at the beginning of month 1. The index change is the index value at the beginning of month 13 minus the index value at the beginning of month 1; divided by the index value on the prior index crediting date. The index interest credit is the index change less any spread rate; the result of which is multiplied by any applicable participation rate [{(1120 minus 1000) divided by 1000)} less 1%; multiplied by 100% = 11.00%]. Since the resulting index interest credit of 11.00% is greater than the cap rate of 7.00%, we will credit 7.00% to your account value.]

<u>[Two-Year Hypothetical Example:</u> Assume the Contract is effective at the beginning of month 1, and the spread rate is 1%, the index option's participation rate is 60%, the cap rate is 16.00% and the contract's months and index values are as follows:

Beginning of Month	Index Value	Beginning of Month	Index Value
1	1000	14	1130
2	1010	15	1140
3	1020	16	1150
4	1030	17	1160
5	1040	18	1170
6	1050	19	1180
7	1060	20	1190
8	1070	21	1200
9	1080	22	1210
10	1090	23	1220
11	1100	24	1230
12	1110	25	1240
13	1120		

Two-Year Hypothetical Example (Cont'd)

The index value at the beginning of month 25 is compared to the index value at the beginning of month 1. The index change is the index value at the beginning of month 25 minus the index value at the beginning of month 1; divided by the index value on the prior index crediting date. The index interest credit is the index change less any spread rate; the result of which is multiplied by any applicable participation rate [{(1240 minus 1000) divided by 1000)} less 1%; multiplied by 60% = 13.80%]. Since the resulting index interest credit of 13.80% is less than the cap rate of 16.00%, we will credit 13.80% to your account value.]

[Three -Year Hypothetical Example: Assume the Contract is effective at the beginning of month 1, and the spread rate is 1%, the index option's participation rate is 70%, the cap rate is 28.00% and the contract's months and index values are as follows:

Beginning of Month	Index Value	Beginning of Month	Index Value	Beginning of Month	Index Value
1	1000	14	1130	27	1260
2	1010	15	1140	28	1270
3	1020	16	1150	29	1280
4	1030	17	1160	30	1290
5	1040	18	1170	31	1300
6	1050	19	1180	32	1310
7	1060	20	1190	33	1320
8	1070	21	1200	34	1330
9	1080	22	1210	35	1340
10	1090	23	1220	36	1350
11	1100	24	1230	37	1360
12	1110	25	1240		
13	1120	26	1250		

The index value at the beginning of month 37 is compared to the index value at the beginning of month 1. The index change is the index value at the beginning of month 37 minus the index value at the beginning of month 1; divided by the index value on the prior index crediting date. The index interest credit is the index change less any spread rate; the result of which is multiplied by any applicable participation rate [{(1360 minus 1000) divided by 1000)} less 1%; multiplied by 70% = 24.50%]. Since the resulting index interest credit of 24.50% is less than the cap rate of 28.00%, we will credit 24.50% to your account value.]

Surrender Value

For a full surrender, the option's surrender value is the greater of: the option's account value, less surrender charges; or the option's minimum guaranteed surrender value.

For any partial surrender, the surrender value is the option's account value less surrender charges.

If you withdraw the option's entire account value, any surrender charges applied will not exceed the amount, if any, by which the option's account value exceeds the option's minimum guaranteed surrender value. If you withdraw less than all of the option's account value, then the entire surrender charge percentage will apply.

If the surrender occurs between the index crediting dates, the surrender value will not include any interest index credits for the current index crediting period.

Minimum Guaranteed Surrender Value

The minimum amount you will receive if you surrender all of the account value allocated to the option. The amount is described in the Contract to which this rider is attached, and the rate at which the minimum guaranteed surrender value increases is shown on the Information page.

Annuity Date

If the annuity date is between the index crediting dates, the annuity payment will not include any index interest credits for the current index crediting period.

Nonparticipating

Dividends are not payable.

Termination of Rider

The rider will terminate on the date the Contract terminates or on the date stated in our written notice of termination, which we will mail to you at least 30 days prior to the termination date. In no event, we will terminate the rider prior to the end any index crediting period that is in effect when we give notice. If we terminate the rider, you may request that we allocate this option's account value according to your election. If no election is made, we will allocate this option's account value proportionately across the remaining options in which you have account value allocated.

ANY INDEX INTEREST CREDITS ARE CREDITED AT THE END OF THE INDEX CREDITING PERIOD ON THE INDEX CREDITING DATE AND ARE BASED ON FORMULA(S) THAT TAKE INTO ACCOUNT THE POINT-TO-POINT VALUES OF THE INDEX. THE CONTRACT VALUES MAY BE AFFECTED BY EXTERNAL INDEX(ES), BUT THE CONTRACT DOES NOT PARTICIPATE IN ANY STOCK, BOND, OR EQUITY INVESTMENTS.

Index

IS&P 500 Index

The Index is used for calculating any index interest credit. The Index that will be used is the Standard & Poor's 500 Composite Stock Price Index (which excludes dividends). The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's, a division of the McGraw-Hill Companies, Inc. ("S&P"). S&P makes no representation or warranty, express or implied, to the owners of the Product or any member of the public regarding the advisability of investing in securities generally or in the Product particularly or the ability of the S&P 500 Index to track general stock market performance. S&P's only relationship to the Licensee is the licensing of certain trademarks and trade names of S&P and of the S&P 500 Index which is determined, composed and calculated by S&P without regard to the Licensee or the Product.

S&P has no obligation to take the needs of the Licensee or the owners of the Product into consideration in determining, composing or calculating the S&P 500 Index. S&P is not responsible for and has not participated in the determination of the prices and amount of the Product or the timing of the issuance or sale of the Product or in the determination or calculation of the equation by which the Product is to be converted into cash. S&P has no obligation or liability in connection with the administration, marketing or trading of the Product.

S&P DOES NOT GUARANTEE THE ACCURACY AND/OR THE COMPLETENESS OF THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN AND S&P SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN. S&P MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY LICENSEE, OWNERS OF THE PRODUCT, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN. S&P MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL S&P HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.]

[Dow Jones Index

The Index is used for calculating any index interest credit. The Index that will be used is the Dow Jones Industrial Average (which excludes dividends). "Dow Jones Industrial Average SM", and "DJIA SM" are service marks of Dow Jones & Company, Inc. Dow Jones has no relationship to OM Financial Life Insurance Company, other than the licensing of the Dow Jones Industrial Average (DJIA) and its service marks for use in connection with the Contract.

Dow Jones does not:

- Sponsor, endorse, sell or promote the Contract.
- Recommend that any person invest in the Contract or any other securities.
- Have any responsibility or liability for or make any decisions about the timing, amount or pricing of Contract.
- Have any responsibility or liability for the administration, management or marketing of the Contract. Consider the needs of the Contract or the Owners of the Contract in determining, composing or calculating the Dow Jones Industrial Average or have any obligation to do so.
- Dow Jones will not have any liability in connection with the Contract. Specifically, Dow Jones does not make any warranty, express or implied, and Dow Jones disclaims any warranty about:
- The results to be obtained by the Contract, the Owner of the Contract or any other person in connection with the use of Dow Jones will have no liability for any errors, omissions or interruptions in the Dow Jones Industrial Average or its data;
- The accuracy or completeness of the Dow Jones Industrial Average and its data;
- The merchantability and the fitness for a particular purpose or use of the Dow Jones Industrial Average and its data;
- The Dow Jones Industrial Average and the data included in the Dow Jones Industrial Average;

Under no circumstances will Dow Jones be liable for any lost profits or indirect, punitive, special or consequential damages or losses, even if Dow Jones knows that they might occur.]

Signed for the Company.

OM FINANCIAL LIFE INSURANCE COMPANY

Bruce G. Parker, President]

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Annuity Application

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Deficitorary	0	•	Namo:			_ _ SSN:
	J	9				
			, idd1000.			
Plan	ONonqualified OTax-Sheltere		RA ORoth IRA er (specify plan type):	OSEP IRA		
Premium			emium paid with applica ncial Life Insurance Co			
Replacement	Will the and If a 1035 e.	Do you have an existing life insurance or annuity policy? OYes ONo Will the annuity applied for replace or change an existing life insurance or annuity policy? OYes ONo If a 1035 exchange, attach applicable forms. Exchange Amount: \$ Policy/Certificate No.: Company:				
Optional Rider		eed Minimum Withdra OEnhanced	wal Benefit [GMWB]	No	te, the optional ride	ers have charges and fees.
Special Instructions						1

Annuity Application (Cont'd)

[Interest Crediting Option(s) [*Option not available]		•	in % or \$ below) 100%; whole percentages; [\$	0.00-50,000] per option minimum
Monthly Point-to-Point With Cap[*]	OS&P500[*] ODJIA[*]	O 1 Year[*]	O2 Years[*]	
Annual Point-to-Point With Cap[*]	OS&P500[*] ODJIA[*]	O 1 Year[*]	O 2 Years[*]	3 Years[*]
Monthly Averaging With Cap[*]	OS&P500[*] ODJIA[*]	O 1 Year[*]	O 2 Years[*]	3 Years[*]
Monthly Averaging With Spread[*]	○S&P500	O1 Year		
Quarterly Point-to-Point With Cap[*]	○S&P500	O1 Year		
Annual Point-to-Point With Cap and Participation Rate[*]	○S&P500	O1 Year		
1 Year Fixed Interest		0		
Other]			

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may be subject to criminal and civil penalties.

AR/LA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CO: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or representative of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a contractholder or claimant for the purpose of defrauding or attempting to defraud the contract holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department regulatory agencies.

DC: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

KY/OH: I understand that any person who, with intent to defraud, or knowing that he or she is facilitating a fraud against an insurer, submits an application containing a false or deceptive statement is guilty of insurance fraud. *(Owner's Initials)*

FL: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree. ______ (Owner's Initials)

ME/TN/WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefit.

NJ: Any person who includes any false or misleading information on an application for an insurance contract is subject to criminal and civil penalties.

NM/PA: Any person who knowingly and with intend to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

OK: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OR/VT: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties.

Fraud Warning Notices

(Please review the notice that applies in your state. If your state is not listed, please review the first notice listed.)

Annuity Application (Cont'd)

I (We) have read the statements made in this application. To the best of my (our) knowledge and belief, the statements made are complete, true, and correctly recorded. I (We) understand that: a copy of this application may form a part of any annuity issued; the annuity will not take effect until delivered to the Owner; no agent has the authority to modify any annuity issued; and there are terms, conditions, charges, and fees for any optional rider selected.

I (We) understand that I (We) have applied for an indexed annuity. I (We) have received a copy of the Company's disclosure material for this annuity. I (We) understand that: while the values of the annuity may be affected by an external index, the annuity does not directly participate in any stock, bond, or equity investments; any values shown, other than guaranteed minimum values, are not guarantees, promises or warranties; and the annuity describes how the minimum guaranteed surrender values and indexed interest credits are calculated.

I (We) understand that the Company offers indexed annuity products with different features and benefits. I (We) can also apply for any of those products by contacting the Company or one of its agents.

If the annuity is issued with a market value adjustment rider, the cash surrender values may increase or decrease based on a market value adjustment prior to the date or dates specified in the annuity; the market value adjustment applies when the surrender charge applies.

Signature(s)

I (We) certify, under penalties of perjury, that I am a (we are) U.S. Citizen(s) or resident(s) of the U.S. (includes U.S. resident aliens) and that the taxpayer identification number(s) is (are) correct. I (We) understand that federal law requires all financial institutions to obtain identity information in order to verify my (our) identity(ies) and I (we) authorize its use for this purpose. This information includes, but is not limited to, the name(s), residential address(es), date(s) of birth, Social Security or taxpayer identification number(s), and any other information necessary to sufficiently verify identity(ies). I (We) understand that failure to provide this information could result in the application being rejected. Third party sources may be used to verify the information provided.

	F	
	Signed at	Date:
	Signature(s) of Owner(s):	
	Does the applicant have an existing life To the best of your knowledge, does this	or annuity policy? O Yes O No s application replace or change existing life insurance or annuities? O Yes O No
	applicant and a copy was provided to have I made any guarantees or promi	res. I certify that the Company's disclosure material has been presented to the o the applicant. I have not made any statements which differ from this material nor ises about the expected future values of the indexed annuity. I have received a plied with the applied for fixed indexed annuity's training manual.
Agent		ner, joint Owner, annuitant and joint annuitant through an examination of a state or ion card provided by the Owner, joint Owner, annuitant or joint annuitant such as
	Agent's Signature:	Date:
	Print Agent's Name:	OM Financial Life Agent #:

Agent's License No. (required only in FL): ______ Agent's Phone No.: (_____)_

OMAD6173 (08-2008)

Agent's Fax No.: () Agent's Email Address:

Company Tracking Number: 5075

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Annuity Riders and App, OM MA2 2008, et al Budget Code B65

Statement of Variability

Satisfied - Item: Comments: Attachment:

Project Name/Number: FGLIC-1/155/155

Supporting Document Schedules

Satisfied - Item: Comments: Attachment: AR RDB.pdf	Flesch Certification	Item Status:	Status Date:
Bypassed - Item: Bypass Reason: Comments:	Application Please see Forms Schedule.	Item Status:	Status Date:
Satisfied - Item: Comments: Attachment: Auth Letter 2009(Disti	Authorization	Item Status:	Status Date:
Satisfied - Item: Comments: Attachment: AR COC.pdf	Certification of Compliance	Item Status:	Status Date:
		Item Status:	Status Date:

SERFF Tracking Number: FRCS-126162954 State: Arkansas

Filing Company: OM Financial Life Insurance Company State Tracking Number: 42505

Company Tracking Number: 5075

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Annuity Riders and App, OM MA2 2008, et al Budget Code B65

Project Name/Number: FGLIC-1/155/155
Statement of Variability(DISTILLED).pdf

STATE OF ARKANSAS READABILITY CERTIFICATION

COMPANY NAME: OM Financial Life Insurance Company

This is to certify that the forms referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
OM MA2 2008	50.7
OM MPTP 2008	50.4
OM PTP2 2008	50.2
OMAD6173 (08-2008)	53.6

Karen Lam, FLMI, AIRC Assistant Vice President

May 27, 2009

Date



Old Mutual Financial Network

1001 Fleet Street Baltimore, Maryland 21202 PH 410.895.0100 1.888.697.LIFE FX 410.895.0162 www.oldmutualus.com

January 1, 2009

NAIC Company Code: 63274

To: The Insurance Commissioner

Re: Authorization

This letter, or a copy thereof, will authorize the consulting firm of First Consulting & Administration, Inc.; 1020 Central, Suite 201; Kansas City, MO, 64105-1670, to represent this Company in matters before the Insurance Department.

This Authorization shall be valid until revoked by us.

OM Financial Life Insurance Company

BY:

Karen T. Lam, FLMI, AIRC

Manager, Product Compliance

STATE OF ARKANSAS CERTIFICATION OF COMPLIANCE

Company Name: OM Financial Life Insurance Company

Form Titles: Monthly Average Fixed Indexed Interest Crediting Option Rider, Monthly

Point-to-Point Fixed Indexed Interest Crediting Option Rider, Point-to-Point Fixed Indexed Interest Crediting Option Rider, Annuity Application

Form Numbers: OM MA2 2008, OM MPTP 2008, OM PTP2 2008, OMAD6173 (08-2008)

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg. 19, as well as the other laws and regulations of the State of Arkansas.

Karen Lam, FLMI, AIRC Assistant Vice President

May 27, 2009

Date

STATEMENT OF VARIABILITY

New Form Name	Form Number
Monthly Average Fixed Indexed Interest Crediting Option Rider	OM MA2 2008
Point-to-Point Fixed Indexed Interest Crediting Option Rider	OM PTP2 2008
Monthly Point-to-Point Fixed Indexed Interest Crediting Option Rider	OM MPTP 2008
Annuity Application	OMAD6173 (08-2008)

Item – All Forms	Range
President's Name(s) and Title(s) - bottom of last page of riders	Currently, shown as Bruce G. Parker, President and may change on new or inforce issues if the President changes.
Minimum Option	On new or inforce issues, the minimum option range may vary between \$0.00 and \$50,000. Once issued, the minimum amount is fixed for the life of the Contract.
Interest Crediting Option(s) and their applicable Index Crediting Periods	On new issues, they can vary depending on which index options are issued with the base annuity. Only approved interest crediting options/riders and their index crediting periods will be displayed. On inforce issues, we reserve the right to add any additional approved interest option/rider and its index crediting period to the annuity. We may mail any applicable rider or any information page to the owner.
Item - Riders	Range
Interest Payable at Death	On new or inforce issues, the provision may vary. It may print; not print; or change. Once this provision is issued with a rider, it is fixed for life of the Contract.
S&P500 Index Disclosure	For new or inforce issues, the index(es) may vary. Once issued, the index is fixed for life of the Contract.
	The index(es) may vary by printing any combination of available index(es) as shown on the filed riders and on the applicable affected spec page. When the index(es) print, we may print their name, description, disclosure, and applicable corresponding footer(s) as shown on the filed riders and applicable affected spec page. Instructional statements or descriptions may or may not print.
DJIA Index Disclosure	For new or inforce issues, the index(es) may vary. Once issued, the index is fixed for life of the Contract. The index(es) may vary by printing any combination of available of the index(es) as shown on the filed riders and applicable affected spec page. When the index(es) print, we may print their name, description, disclosure, and applicable corresponding footer(s) as shown on the filed riders and applicable affected spec page. Instructional statements or descriptions may or may not print.
Cap Rate (interest crediting options)	 For new or inforce issues: For the monthly average and point to point index strategies (on an anniversary basis), the cap rate may vary and will never be less than 3% for an index crediting period. For the monthly point to point index strategies, the cap rate may vary and will never be less than 1% a month. For all options, when the cap rate is not applicable for a product or not being marketed for a design, we may either print a 0%, or we will omit the entire provision from the printed rider. Once issued on the rider or applicable spec page, the rate is fixed. The cap rate is declared by the company (Can be declared monthly or daily) and is guaranteed for an index crediting period (1, 2, or 3 years as applicable). Monthly point to point index strategies are subject to a 1.00% monthly minimum cap for an index crediting period. Monthly average and point to point index strategies (on an anniversary basis) are subject to a 3.00% minimum cap for an index crediting period. See page 2 of Contract or page 2 of any index crediting option rider.
Spread Rate (interest crediting options)	 For new or inforce issues: The spread rate may vary and will not be greater than 9% for an index crediting period. For all options, when the spread rate is not applicable for a product or not being marketed for a design, we may either print a 0%, or we will omit the entire provision from the printed rider. The spread rate is declared by the company (Can be declared monthly or daily) and is guaranteed for an index crediting period (1, 2, or 3 years as applicable). See page 2 of Contract or page 2 of any index crediting options riders. Once issued on the rider or applicable spec page, the rate is fixed for life of Contract.

Participation Rate (interest crediting options)	For new or inforce issues:
	The participation rate may vary and will never be less that 30% for an index crediting period.
	• For all options, when the participation rate is not applicable for a product or not being marketed for a design,
	we may either print a 0%, or we will omit the entire provision from the printed rider.
	• The participation rate is declared by the company (Can be declared monthly or daily) and is guaranteed for
	an index crediting period (1, 2, or 3 years as applicable).
	Once issued on the rider or applicable spec page, the rate is fixed for life of Contract. See page 2 of Contract
	or page 2 of any index crediting option rider.
Hypothetical Example(s)	On new or inforce issues, the index crediting options and examples may vary. Only the examples applicable to
	the issued rider will appear.
Fixed Interest Option's Effective Annual	For new issues, the rate is declared by the Company subject to a floating minimum rate of between 1% and 3%,
Interest Rate and Guarantee Period	which is equal to the nonforfeiture rate. The rate is guaranteed for the period shown on the Information page.
	The rate and period may vary. Once issued, they are fixed for the life of the Contract. Typically, this rate is
	declared monthly and can be declared as frequently as daily. This rate is declared at the beginning of each
	Contract anniversary and will be effective throughout that year.
Guaranteed Minimum Effective Annual	For new issues, the rate is declared by the Company subject to a floating minimum rate between 1% and 3%,
Interest Rate	which is equal to the nonforfeiture rate. Once determined, the rate is set for the life of the Contract. The rate will
	never be less than those required by law and described in the actuarial memorandum.
MGSV Accumulation interest Rate(s)	For new or inforce issues, the rate is declared by the Company subject to a floating minimum rate between 1%
	and 3%, which is equal to the nonforfeiture rate. Once determined, the rate is set for the life of the Contract. The
It and A self-self-self-self-self-self-self-self-	rate will never be less than those required by law and described in the actuarial memorandum.
Item – Application(s)	Range
Annuity Application(s)	The application(s) may vary for new sales, products, and marketing designs. The application may vary in similar ways that the Contract may vary.
	The following items may be added, adjusted, revised, changed, limited, suspended, or deleted: product name,
	Company's name, home office, administrative office, owner, annuitant, beneficiary, plan, premium, identification,
	optional riders, gmwb, and other sections, interest crediting option(s), allocation, interest crediting period(s)
	(Currently, 1, 2, or 3 years), disclosure of index, S&P500 index, DJIA index, cap rate(s), participation rate(s),
	spread rate(s), instructions for all, minimum option range (between \$0-50,000), and the other category. For
	example, if an interest crediting option is issued with a base annuity, the application may display that option.
	If an interest crediting option is no longer issued with a base annuity, the application may not display that option.
	Only approved interest crediting options and their features will be displayed.
Company's Address(s) – Page 1, top of	Currently, shown as Home Office: Baltimore, Maryland and Administrative Office: P.O. Box 81497; Lincoln, NE
Application	68501-81497; and may change on new or inforce issues if the company's address changes.